

### **SCHEDULE 3**

- (a) Interest Transfer Form**
- (b) Deed of Assignment of Licence**
- (c) Deed of Accession on Transfer Interest and Licence**

# INTEREST TRANSFER FORM

**FOR THE CONSIDERATION** stated below the "Transferor(s)" named below do hereby transfer to the "Transferee(s)" named below the Interest specified below subject to the several conditions on which the said Interest is now held by the Transferor(s) and the Transferee(s) do hereby accept and hold the Interest subject to the conditions aforesaid.

(1)	INTEREST	1/80 <sup>th</sup> proportionate ownership interest in the Scheme known as RIVERSDALE BEACH HOLIDAY PARK pursuant to the Ownership Deed dated 20 September 2007
(2)	SITE NO.(S)	
(4)	TRANSFER FROM FULL NAME: OCCUPATION: ADDRESS:	
(5)	CONSIDERATION	\$
(6)	TRANSFER TO FULL NAME: OCCUPATION: ADDRESS:	

**THIS TRANSFER IS DATE** this      day of      20

**SIGNED BY THE TRANSFEROR IN THE PRESENCE OF:**

.....  
Signature of Witness  
Occupation: .....  
Address: .....

.....  
Signature of Transferor (seller)

**SIGNED BY THE TRANSFEROR IN THE PRESENCE OF:**

.....  
Signature of Witness  
Occupation: .....  
Address: .....

.....  
Signature of Transferor (seller)

**SIGNED BY THE TRANSFEE IN THE PRESENCE OF:**

.....  
Signature of Witness  
Occupation: .....  
Address: .....

.....  
Signature of Transferee (buyer)

**SIGNED BY THE TRANSFEE IN THE PRESENCE OF:**

.....  
Signature of Witness  
Occupation: .....  
Address: .....

.....  
Signature of Transferee (buyer)

## DEED OF ASSIGNMENT OF LICENCE (SITE \* )

THIS DEED made this                      day of                      20[\* ]

ASSIGNOR: (\*)

ASSIGNEE: (\*)

LICENSOR: RIVERSDALE BEACH HOLIDAY PARK LIMITED

### BACKGROUND

- A. The Assignor is an owner of an undivided 1/80<sup>th</sup> share in the Proportionate Ownership Scheme ("the Scheme") which owns the Riversdale Beach Holiday Park being all that land contained in Lots 1-5, Deposited Plan 85999, Certificate of Title WN53D/140 ("the Property").
- B. By Occupation Licence dated 27 September 2007 ("the Licence") the Licensor granted [the Assignor / the original Licensee] rights to occupy that part of the Property being the Camping Site marked \_\_\_\_\_ shown on the plan attached to the Licence as Schedule 3 [which was assigned to the Assignor by Deed of Assignment of Licence dated \_\_\_\_\_].
- C. The Assignor has agreed to transfer its Interest in the Scheme to the Assignee and now wishes to assign the Licence to the Assignee.
- D. The Licensor has consented to the assignment of the Licence from Assignor to Assignee.

### OPERATIVE PART:

- 1. The Assignor assigns to the Assignee all the Assignor's Interest in the Site and the Licence as set out in the First Schedule.
- 2. The Assignor and the Assignee agree and acknowledge as follows:-
  - 2.1 The Assignee covenants to observe and perform all provisions in the Licence from the date of assignment.
  - 2.2 The Assignee indemnifies the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions of the Licence as from the date of assignment.
  - 2.3 The Assignor indemnifies the Assignee against all liability arising out of any default by the Assignor in the performance of the provisions of the Licence up to the date of assignment and the Assignor further warrants that all provisions of the Licence have been performed up to the date of assignment.

2.4 The Assignee agrees with the Licensor that the Assignee will observe and perform all the provisions of the Licence from the date of assignment.

2.5 The Licensor, Assignor and Assignee acknowledge that the covenants of the Assignee are in substitution for the liability of the Assignor under the Licence who is released from all obligations under the Licence from the date of this assignment PROVIDED HOWEVER that the Assignor remains liable under the Licence up to the date of assignment.

#### COUNTERPARTS:

1. This Deed may be executed in two or more counterparts, all of which will together be deemed to constitute one of the same Deed. A party may enter into this Deed by signing a counterpart copy and sending it to the other party, including by facsimile or email.

**EXECUTED** as a Deed.

**SIGNED** by

\_\_\_\_\_ )  
as **ASSIGNOR** )

in the presence of:- )

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED** by

\_\_\_\_\_ )  
as **ASSIGNEE** )

in the presence of:- )

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED** by  
**RIVERSDALE BEACH HOLIDAY PARK**  
**LIMITED** by its Directors  
as **LICENSOR**  
in the presence of:-

) \_\_\_\_\_  
) Director  
) \_\_\_\_\_  
) Director

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 1

<b>SITE:</b>	The part of the Property being the Camping Site marked _____ shown on the plan attached to the Licence as Schedule 3.
<b>TERM:</b>	The period from the Commencement Date until the Expiry Date.
<b>COMMENCEMENT DATE:</b>	[1 October 2007 / ]
<b>EXPIRY DATE:</b>	30 September 2042
<b>CONTACT DETAILS FOR THE LICENSOR:</b>	Registered Office:  Postal Address:  Telephone: Facsimile number: Email:
<b>CONTACT DETAILS FOR THE ASSIGNEE:</b>	Name of contact person:  Address:  Telephone: Facsimile number: Email:
<b>USE (clause 3):</b>	Camping and holiday purposes only
<b>ANNUAL SCHEME COSTS (clause 2):</b>	Means all reasonable costs of any nature whatsoever incurred by the Company or the Management Committee in respect of administering and operating the Scheme and in respect of the ownership, operation, maintenance, improvement, replacement, repair, management, security, protection and sale of the Property, which costs are to be contributed to by the Occupier each year pursuant to the Occupier's payment of the Annual Levy in accordance with clauses 2.1 to 2.3 of the Licence to Occupy.
	These costs include, without limitation:
	<ul style="list-style-type: none"> <li>• All reasonable costs and expenses incurred by the Management Committee or the Company in relation to the administration and management of the Property, the Scheme and the licences granted to the Owners;</li> <li>• All fees payable to third party agents or contractors or professionals engaged by the Management Committee in respect of the Scheme;</li> <li>• All rates, water rates, and taxes levied in respect of the Property;</li> <li>• All charges for gas, electricity, telecommunications and other utilities or services, including line charges;</li> <li>• Rubbish collection charges;</li> </ul>

	<ul style="list-style-type: none"> <li>• All costs and charges for cleaning, maintenance and repairs of the building and structures comprising part of the Common Property;</li> <li>• All costs of ground maintenance of lawns, gardens, planted areas, fences and sealed areas on the Common Property;</li> <li>• An amount provisioned by the Management Committee for capital costs which the Management Committee considers is necessary for any potential unforeseen capital expenditure that may arise in the future in respect of the Property (not being an additional Levy referred to in clause 2.3 of the Licence to Occupy);</li> <li>• The reasonable costs of the Secretary and the Auditor and otherwise incurred in relation to all accounting, reporting and other related work required for the Scheme;</li> <li>• Costs arising in relation to the powers and authorities of the Management Committee as specified in this Licence and in the Ownership Deed; and</li> <li>• The reasonable remuneration and disbursements of the Management Committee, including reasonable travel and accommodation costs.</li> </ul>
<b>SITE OUTGOINGS</b> (clause 2):	All outgoings, costs and expenses arising in relation to the Occupier's own occupation, use, maintenance and repair of the Site, and which do not form part of the Annual Scheme Costs, and include:
	1. Charges for water, gas, electricity, telephones and other utilities or services supplied directly to the Site and which are separately metered, including line charges;
	2. Cleaning, maintenance, repair and replacement costs of any nature arising in relation to the Structures (whether of an interior or exterior nature), including all charges for:
	(a) Repainting and decorative repairs;
	(b) Structural and other maintenance;
	(c) Ensuring all Structures comply with the requirements of this Licence; and
	(d) Use, maintenance, repair, replacement or otherwise arising in respect of any utilities, services (including electrical services), equipment, wiring and any other fixtures, fittings and equipment in the Structures.
	3. The cost of ground maintenance of lawns, gardens and planted areas and fences on the Site; and
	4. All insurance costs in respect of the Structures (clause 10 of the Licence to Occupy).

# DEED OF ACCESSION ON TRANSFER INTEREST AND LICENSE (SITE \* )

THIS DEED made this

day of

20[\* ]

BY

(\*) and (\*)

The person/s named as the Transferee in the Schedule  
("the Transferee")

- IN FAVOUR OF
1. RIVERSDALE BEACH HOLIDAY PARK LIMITED ("the Company")
  2. Those persons comprising the existing Owners of the Scheme ("the Owners")
  3. The person/s named as the Transferor in the Schedule ("the Transferor")

## BACKGROUND

- A. The *Scheme* is a real property proportionate ownership scheme in respect of the property known as the Riversdale Beach Holiday Park.
- B. The *Company* requires each incoming *Owner* to sign a Deed of Accession to become an *Owner* under the *Scheme* on [a transfer from an exiting *Owner* / acquisition from the *Company*] of an *Interest* and corresponding *Occupation Licence*.
- C. The *Transferee* wishes to execute this Deed and to become an *Owner* under the *Scheme* in respect of the *Interest* [to be transferred to the *Transferee* / acquired from the *Company* by the *Transferee*].

THE TRANSFeree covenants as follows:

### 1. DEFINITIONS

In this Deed, unless the context requires otherwise:

"*Interest*" means an undivided 1/80<sup>th</sup> share in the beneficial interest in the whole of the Property;

"*Occupation Licence*" means a licence granted to an *Owner* in respect of each *Interest* in the *Scheme* to occupy a particular site identified in the licence;

"*Owners*" means the persons registered as the holders of an *Interest* from time to time;

"*Ownership Deed*" means the Deed dated 20 September 2007 made between the *Company* and the initial *Owners*;

"*Property*" means the property at Riversdale Beach Holiday Park more particularly described as Lots 1-5 on Deposited Plan 85999 and as comprised in Certificate of Title WN53D/140; and

"Scheme" means the real property proportionate ownership scheme constituted pursuant to the *Ownership Deed*.

## 2. OBSERVATION OF OWNERSHIP DEED

From the date of this Deed, the *Transferee*:

- 2.1 agrees to become an *Owner* under the *Ownership Deed* as if it had been named as an initial *Owner* in that Deed and the Secretary had executed the Deed on its behalf in respect of the *Interest/s* set out in the Schedule; and
- 2.2 covenants to observe and perform, and be bound by, all the covenants and obligations contained in the *Ownership Deed* on the part of the *Owners*; and
- 2.3 covenants to observe and perform, and be bound by, all the covenants and obligations contained in the *Occupation Licence* corresponding to the *Interest/s* being transferred to the *Transferee*; and
- 2.4 irrevocably and unconditionally grants, ratifies, and confirms all the powers and authorities given to the *Company* and Management Committee as Manager of the *Scheme* under or by virtue of the provisions of the *Ownership Deed* and all acts and things done by or on behalf of the *Scheme*, whether before or after the date of this Deed.

**EXECUTED** as a Deed.

SIGNED by \_\_\_\_\_ )  
[ \_\_\_\_\_ ] )  
and \_\_\_\_\_ )  
[ \_\_\_\_\_ ] )  
as Transferee in the presence of:- )

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

## THE SCHEDULE

### Transferor:

<b>Full Names</b>	<b>Contact Details</b>
	Name of Contact Person:  Address:  Email: Telephone: Facsimile number:

### Transferee:

<b>Full Names</b>	<b>Contact Details</b>
(*) and (*)	Name of Contact Person:  Address:  Email: Telephone: Facsimile number:

### Site Number of Interest/s transferred:

<b>Site Number/s</b>
(*)

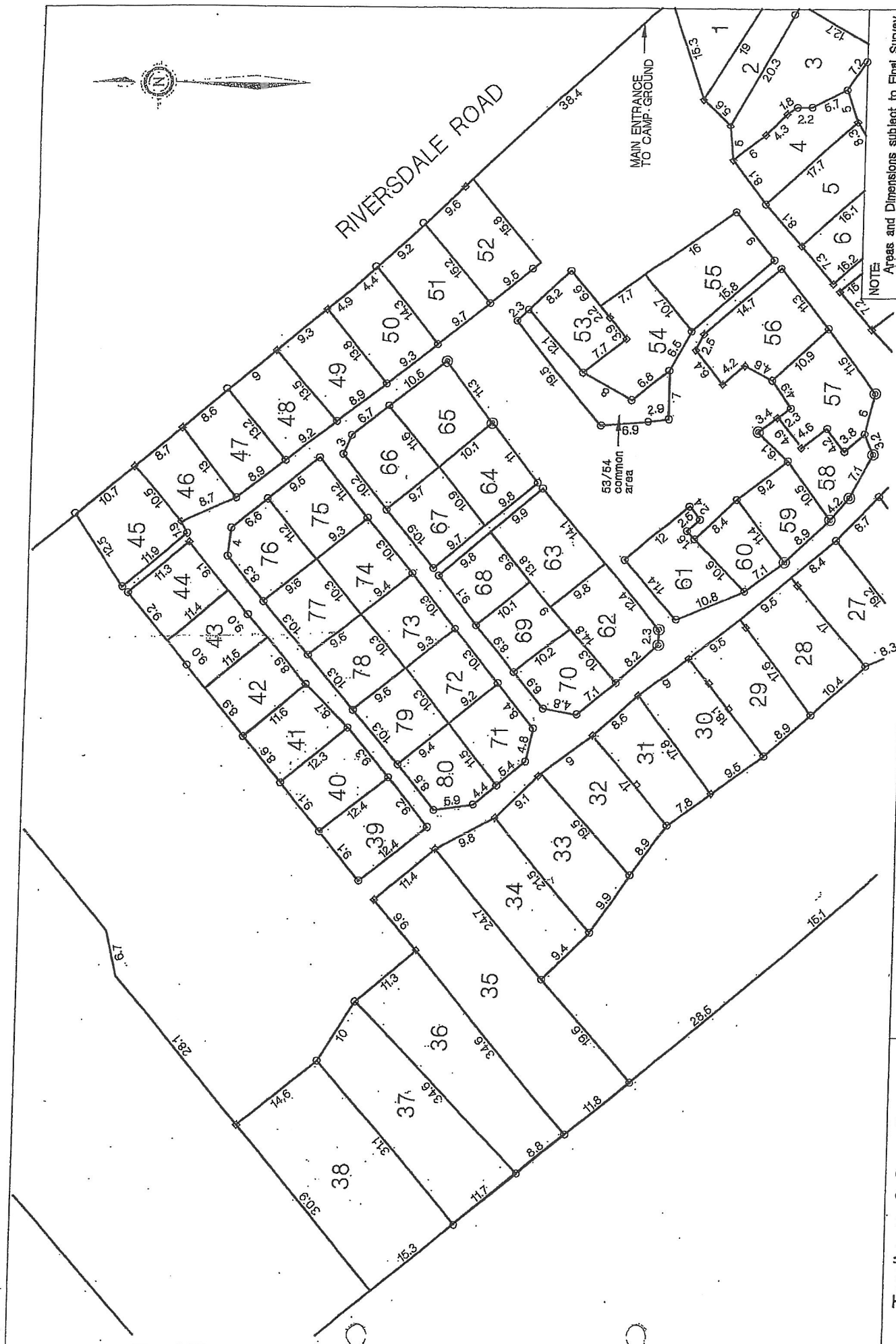
## **SCHEDULE 4**

**PLAN OF THE PROPERTY SHOWING THE COMMON PROPERTY  
AND SITES TO BE SUBJECT TO OCCUPATION LICENCES**



RIVERSDALE ROAD

MAIN ENTRANCE  
TO CAMP GROUND



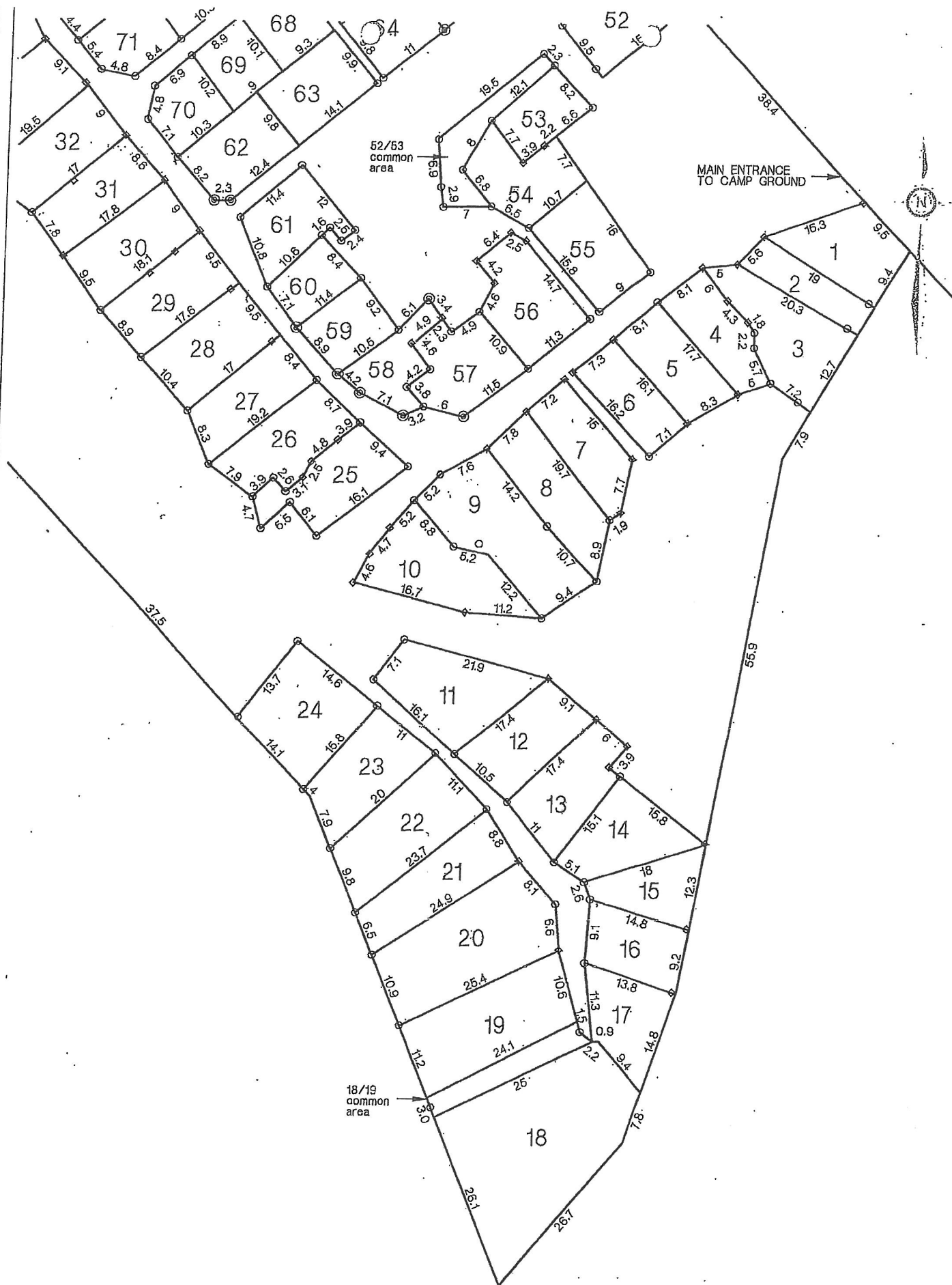
NOTE:  
Areas and Dimensions subject to Final Survey  
Some details plotted from aerial photography

Prepared for:	RBHC
Drawn Date:	Jan 2007
Compiled In:	
Technical Authority:	

# PROPOSED SUBDIVISION OF LOTS 1 - 5 DP 85999

Tomlinson & Carruthers  
Surveyors Ltd

Ranfurly House, 28 Parry Street P.O. Box 246 Auckland



NOTE:  
Areas and Dimensions subject to Final Survey  
Some Details plotted from Aerial Photograph

Prepared for:	RBHC
Drawn Date:	Jan 2007
Compiled in:	
Territorial Authority:	MDC
Scale: 1:500 @ A3	Ref #: 06/243

Tomlinson & Carruthers  
Surveyors Ltd

Ranfurly House, 28 Perry Street, P.O. Box 246, Masterton  
Ph (06) 3700-800 Email: Info@TCSurv.co.nz

PROPOSED SUBDIVISION OF  
LOTS 1 - 5 DP 85999

**SCHEDULE 5**  
**PROCEEDINGS OF THE MANAGEMENT COMMITTEE**

**NOTICE OF MEETING**

**1. Committee member or the Secretary to convene meetings**

A Committee member or the Secretary may convene a meeting of the Management Committee by giving \*[written] notice in accordance with this Schedule.

**2. Notice to be sent to Committee member's address**

The notice of meeting must be a written notice delivered by hand to the Committee member or the Committee member's residential address, or sent to the address or facsimile number, or an electronic mail message sent to the electronic mail address, which the Committee member provides to the Scheme for that purpose, or if an address or facsimile number, or electronic mail address, is not provided, then a written notice to his or her last place of employment or residence or facsimile number known to the Scheme.

**3. Notice to contain certain details**

The notice of meeting must include the date, time and place of the meeting and the matters to be discussed and an indication of the matters to be discussed in sufficient detail to enable a reasonable person to appreciate the general import of the matters.

**4. Period of notice required to be given to Committee members**

At least \*[3] Business Days' notice of a meeting of the Management Committee must be given to every Committee member who is in New Zealand. \*[Where the chairperson or, in the chairperson's absence from New Zealand, any other Committee member believes it is necessary to convene a meeting of the Board as a matter of urgency, shorter notice of the meeting of the Management Committee may be given, so long as at least \*[48] hours notice is given.]

**5. Absent Committee members**

\*[If a Committee member, who is for the time being absent from New Zealand, supplies the Scheme with a facsimile number or address or electronic mail address to which notices are to be sent during his or her absence, then notice must be given to that Committee member. Otherwise notice need not be given to any Committee member for the time being absent from New Zealand.]

**6. Committee members may waive irregularities in notice**

Any irregularity in the notice of a meeting, or failure to comply with clauses 1 to 5 of this Schedule is waived if all Committee members entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or failure, or if all Committee members entitled to receive notice of the meeting agree to the waiver.

## MEETING AND QUORUM

### 7. **Methods of holding meetings**

A meeting of the Management Committee may be held either:-

- 7.1 by a number of Committee members who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- 7.2 by means of audio, or audio and visual, communication by which all Committee members participating can simulataneously hear each other throughout the meeting.

### 8. **Quorum for Management Committee meeting**

The quorum necessary for the transaction of business at a meeting of the Management Committee is a majority of the Committee members. The Owners may change the number of Committee members required for a quorum by Extraordinary Resolution. No business may be transacted at a meeting of the Management Committee unless a quorum is present.

### 9. **Meeting adjourned if no quorum**

If a quorum is not present within 30 minutes after the time appointed for a meeting of the Management Committee, the meeting will be adjourned until the following Business Day at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the Committee members present will constitute a quorum.

## CHAIRPERSON

### 10. **Chairperson to chair meetings**

The chairperson of the Management Committee will chair all meetings of the Management Committee at which he or she is present.

### 11. **Committee members may elect chairperson of meeting if chairperson of Committee is not present**

If no chairperson is elected, or if at a meeting of the Management Committee, the chairperson is not present within 5 minutes after the time appointed for the commencement of the meeting, then the Committee members present may elect one of their number to be chairperson of the meeting.

## VOTING

### 12. **Voting on resolutions**

Each Committee member has one vote. A resolution of the Management Committee is passed if it is agreed to by all Committee members present without dissent or if a majority of the votes cast on it are in favour of it. A Committee member present at a meeting of the Board may abstain from voting on a resolution, and any Committee member who abstains from voting on a resolution will not be treated as having voted in favour of it for the purposes of the Act.

**13. Chairperson does not have casting vote**

In the case of an equality of votes, the chairperson of the Management Committee does not have a casting vote.

**MINUTES**

**14. Management Committee must keep minutes of proceedings**

The Management Committee must ensure that minutes are kept of all proceedings at meetings of the Management Committee and that a record is kept of all written resolutions of the Management Committee. Minutes which have been signed correct by the chairperson of the meeting are evidence of the proceedings at the meeting unless they are shown to be inaccurate.

**OTHER PROCEEDINGS**

**15. Management Committee may regulate other proceedings**

Except as set out in this Schedule, the Management Committee may regulate its own procedure.

## **SCHEDULE 6**

### **OCCUPATION LICENCE**